

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TERESA SOPPET, LOIDY TANG,
individually and on behalf of a class,

Plaintiffs,

$$\mathbf{V}_i$$

ENHANCED RECOVERY COMPANY, LLC,
as successor to ENHANCED RECOVERY
CORPORATION and ILLINOIS BELL
TELEPHONE COMPANY d/b/a AT&T
ILLINOIS,

Defendants.

[illegible]

Case No. 1:10-cv-5469

Hon. Matthew Kennelly

DECLARATION OF CHENELL CUMMINGS

I, Chenell Cummings, declare as follows:

1. I have personal knowledge of the following facts, and if called as a witness I could and would testify competently as to their truth.

2. I am a Manager in the West Region of the Office of the President for AT&T Mobility LLC ("AT&T Mobility"). I am familiar with the service agreements under which AT&T Mobility provides wireless service to its subscribers. I am also familiar with the manner in which in the regular and ordinary course of business those agreements and records pertaining to customers' accounts are stored and may be retrieved.

3. I was asked to search AT&T Mobility's records for any accounts to which two particular wireless phone numbers—one ending in 2583 and one ending in 8483 may be assigned. I determined that the 2583 number is linked to an account in the name of Teresa Soppet and the 8483 number is linked to an account in the name of Joe Kean Tang. Attached as Exhibit 1 are true and correct printouts of screenshots of the records I examined that link those phone numbers to those AT&T Mobility accounts. Some information has been redacted from the screenshots in order to protect Ms. Soppet's and Mr. Tang's private personal information.

4. According to AT&T Mobility's records, Ms. Soppet's account was opened on October 5, 2011, when she purchased a RIM Blackberry Torch 9810 from an AT&T Mobility company-owned retail store in Crestwood, Illinois, activated the device for wireless service, and had the 2583 number ported to AT&T Mobility. Attached as Exhibits 2 and 3 are true and correct copies of Ms. Soppet's Customer Service Summary for the transaction and AT&T Mobility's electronic record of the signature for the purchase on the store's signature-capture device. Some information has been redacted from these documents in order to protect Ms. Soppet's private personal information.

5. According to AT&T Mobility's records, on October 19, 2011, Mr. Tang purchased several Apple iPhones at an Apple retail store and activated them for use with AT&T Mobility's network, including one to which the 8483 number was ported. Attached as Exhibit 4 is a true and correct printout of a screenshot from AT&T Mobility's electronic records for Mr. Tang's account showing the activation of the 8483 line. Some information has been redacted from the screenshot in order to protect Mr. Tang's private personal information.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct. Executed at Sacramento, California on September 06, 2012.

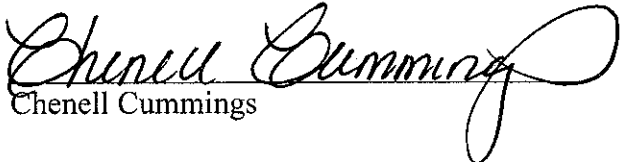

Chenell Cummings

EXHIBIT 1

ILL BAN - [REDACTED] TERESA SOPPET , Market: ILL

Open since: 10/05/2011 (Restore-Contract Accepted)

Individual-Regular(Combined)
(AGG Bill)

Billing Name
TERESA SOPPET

CA Info: [REDACTED]
SSN: [REDACTED] Pass: [REDACTED] Cr. Class: **B**
Balance: **\$0.00** Dep: **\$0.00** Close: **23**
Verified: **00/00/0000** Start Srv: **10/05/2011** No SMS: ☐
Bill in: **Advance** U-verse Ind: ☐ No E-mail: ☐
Conversion Locked: ☐

Delinquent: ☐ ATT: ☒
Sp. Instruct: ☐ BMG: ☐
Follow Up: ☐ Equ Billing: ☒
VIP: ☐ Bank eBill: ☐
Next Cycle: ☐
CBElig: ☐
Bundle Disc Sub: ☐

Last Activity: Combined Zero-Out. (System, 08/28/2012)

Billing Address
[REDACTED]
PALOS HEIGHTS IL [REDACTED]
Additional Address: ☐
Email/Internet Info: ☐
Tax Profile: ☐

Product Count

Type	Active	Suspended	Reserved	Canceled	Total
GSM	1	0	0	0	1

Last Bill Summary

Previous Balance	\$157.62
Payments Received	\$157.62
Credits/Adj Applied	\$0.00
Past Due	\$0.00
Current Chrgs/Crdts	\$156.60
Total Amount Due	\$156.60
Due Date	09/18/2012

PRM Ind: **Not In PRM**
PRM Eff Date: [REDACTED]

Last Bill Information
Bill Type: **Regular**
Bill Date: **08/27/2012**
Air Data
Home: **371** **369**
Roam: **0**
Total: **371** **369**
Hold Bill: ☐ CC Offer: ☐
Billing Method: **Combined Bill**

1. Financial Summary 2. BAN Profile 3. Agreement 4. Features 5. Profile [REDACTED] 2583

ILL BAN [REDACTED] JOE KEAN TANG, Market: ILL

Open since: 03/27/2012 (Restore-Non Payment - Automatic)

Type: Individual-Regular

Billing Name: JOE KEAN TANG

CA Info: [REDACTED] www [REDACTED] Delinquent ☐ ATT: ☐

SSN: [REDACTED] Pass: [REDACTED] Cr. Class: B Sp. Instruct ☒ BMG: ☒

Balance: \$251.81 Dep: \$0.00 Close: 19 Follow Up: ☐ Equ Billing: ☐

Verified: 00/00/0000 Start Srv: 10/19/2011 No SMS: ☐ VIP: ☐ Bank eBill: ☐

Bill in: Advance U-verse Ind: ☐ No E-mail: ☐ Next Cycle: ☐

Conversion Locked ☐ CBElig: ☐

ILL Subscriber list for BAN [REDACTED]

Please ENTER or Double Click to select Subscriber:

LTV	Churn	Subscriber	Product Type	Tech Type	Status	Price Plan	Activity
2	0	-3757	G	UMTS	Active	FN2NM0A60	Restore
2	0	-0413	G	UMTS	Active	FN2NM0A60	Restore
2	0	-7855	G	UMTS	Active	FN2NM0A60	Restore
2	0	-8483	G	UMTS	Active	FN2NM0A60	Restore

Row(s) Retrieved: 4 out of Total: 4

Billing Address: SKOKIE ILL [REDACTED]

Additional Address: ☐

Email/Internet Info: ☐

Tax Profile: ☐

Product Count:

Type	Active
GSM	4
Suspended	0
Reserved	0
Canceled	0
Total	4

1. Financial Summary 2. BAN Profile 3. Agreement 4. Features 5. Profile

UMTS [REDACTED] -8483

EXHIBIT 2



Customer Service Summary

TERESA SOPPET

My Service

Wireless Number: XXXXXXXXXX 2583
 Rate Plan: Nation Unlimited
 Rate Plan Charge:* \$69.99
 Term of Service: 24 months
 Anytime/Daytime Minutes: Unlimited
 Night/Weekend Minutes: NONE
 Mobile to Mobile Minutes: NONE
 Activation Fee: \$36.00

*Additional charges may apply. See page 2 for details.

My Plan Details

MOBILE PROTECTION PACK-ENHANCED
SUPT \$5.00
 • Discounted Enhanced Support services when bundled with Mobile Insurance. Includes Mobile Locate on eligible devices
MSG UNLMTD WITH MOBILE TO ANY MOBILE CALLING \$20.00
 • Requires Messaging Unlimited.
 • Direct calls to & received from US mobile #s only.
NATION UNLIMITED Included
 • AT&T Nation Unlimited calling plans include unlimited domestic calling to anyone in the U.S. at anytime.
 • No domestic roaming or long distance charges
 • No discounts available on Unlimited Voice calling plans
OTHER FEATURES \$44.99
 • To review additional features on your plan please visit att.com/wireless for details

Using My Phone

Phone Model: RIM 9810

To learn more about using your phone, go to: att.com/DeviceSupport.

Using My Voicemail

Set Up Mailbox/Check Messages

PRESS and HOLD 1 to dial your voicemail and follow the prompts.

Check Messages From Another Phone

1. Dial your 10-digit wireless phone number.
2. When the greeting begins, PRESS *
3. Enter your password and follow the prompts.

Forgot Your Password?

Dial 611 and follow the prompts to reset.

To learn more about voicemail features and security, go to: att.com/WirelessVoicemail.

Services

Check usage via a FREE text message.

DIAL: *MIN# Send (*646#)

Check data usage via a FREE text message.

DIAL: *DATA# Send (*3282#)

Check phone upgrade discount availability.

DIAL: *NEW# Send (*639#)

FREE Instant access to our automated bill pay system.

DIAL: *PAY Send (*729)

See att.com/StarServices for limits regarding *MIN#/*DATA#.

Contact Us

Web: att.com/wireless
 Wireless Phone: 611
 Landline: 1-800-331-0500
 Store Phone: 708-371-3483
 Store Manager: LAKESHA BUCKHALTER

Generated on: 10/05/2011

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\$ First Combined Bill

Within 60 days you will begin receiving a combined AT&T bill. To create Combined Billing account alignment, changes may occur to your wireless billing date. Your first bill may include: activation fees, one month advance service and/or prorated charges and any applicable discounts. Please continue to pay your wireless bill by mail until receipt of your first combined bill.

The sample bill is not part of your contract.

Start Of Billing Cycle: To Be Determined

Wireless Summary For: [REDACTED] 2583		
TERESA SOPPET		
Monthly Service Charges	First Month's Bill	Ongoing Monthly Bill
Rate Plan		
Nation Unlimited (Prorated)	44.33	
Nation Unlimited	69.99	69.99
Other Services		
DATAPRO 2GB BBE	65.33	40.00
MSG UNLMTD WITH MOBILE TO ANY MOBILE CALLING	32.67	20.00
MOBILE PROTECTION PACK-ENHANCED SUPT	8.17	5.00
MOBILE INSURANCE	8.15	4.99
Total Monthly Service Charge	\$228.64	\$139.98
Usage, Additional Minutes, Roaming, Directory Assistance (411) and Long Distance Charges	BASED ON ACTUAL USAGE	
Credits, Adjustments & Other Charges*		
Activation Fee	36.00	
Regulatory Cost Recovery Charge	.43	.43
Federal Universal Service Fund	11.03	5.83
State Universal Service Fund		
Other AT&T Surcharges		
Total Credits, Adjustments & Other Charges	\$47.46	\$6.26
Government Fees & Taxes		
State and Local Tax	35.73	18.90
911 Fee	2.50	2.50
Total Government Fees & Taxes**	\$38.23	\$21.40
Total Charges: (ESTIMATED)	\$314.33	\$167.64

Standard Charges

Additional Minutes:

411: \$1.99/call + Airtime

Text/IM: 20¢/message*

Picture/Video: 30¢/message*

Data: \$2/MB

*Charged for messages sent and received.

International Roaming

International voice and data rates apply for messages sent and calls made to international numbers, as well as usage outside the U.S. For rates/details, see: att.com/global.

Our Policies**30-Day Equipment Return Policy**

- AT&T Stores: returns/exchanges must be like new, with all original packaging, accessories, manuals and proof of purchase. All devices are subject to a \$35 restocking fee except where prohibited. See att.com/ReturnPolicy for details.
- Authorized Retailer and Other Locations: See the specific location's return policy.

30-Day Service Cancellation Policy

- Payment required for services used.
- Activation fee will be refunded if termination occurs within 3 days of activation.
- See our complete policy at: att.com/ReturnPolicy.

Manufacturer's Warranty

Manufacturers offer a One-year warranty on NEW equipment and a 90-day warranty on refurbished equipment. For repairs or replacement of your wireless phone with original proof of purchase, call 1-800-801-1101 or visit att.com/dsc to find the Device Support Center nearest you.

*In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following charges: (1) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (2) a gross receipts surcharge, (3) state and federal universal service charges, and (4) other government assessments on AT&T. These fees are not taxes or government-required charges. ** The estimates above are based on the highest tax/fee/surcharge rates assessed in your state; actual charges may vary. For actual state percentages, visit att.com/AdditionalCharges. To prevent unauthorized charges, notify AT&T immediately if your phone is lost or stolen. Your rate plan brochure/contract controls if inconsistent with this document.

Wireless Service Agreement

Wireless Number: [REDACTED] 2583

Account Number: [REDACTED]

Your agreement with AT&T consists of:

1. The Wireless Customer Agreement #FMSTCT08110192E and its arbitration clause, and
2. The rates and other details about the rate plan in the Customer Service Summary or at att.com/wireless.

Early Termination Fee (ETF)

If I terminate this Agreement before expiration of my Service Commitment, I will pay AT&T an Early Termination Fee of \$325 minus \$10 for each full month of my Service Commitment that I complete for each wireless telephone number associated with the service.

Guaranty

If I am signing on behalf of an entity, I represent that I am authorized to sign on its behalf, and I agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. I agree you can collect directly from me without first proceeding against the entity.

Service/Coverage Limitations

Service is not available at all times in all places. There are gaps in coverage within the service areas shown on maps.

iPhone and Certain Other Devices

Eligible voice and data plans are required for iPhone and certain other devices. The data plans do not cover International data charges. I agree that AT&T may add required plans to my account and bill me the appropriate monthly fee if I use an iPhone or other device that has plan requirements.

Optional Roadside Assistance is Available from AT&T

Enroll for \$2.99/month and get the first 30 days free. After the free period the charge is \$2.99/month per line. You may cancel at any time by contacting AT&T.

30-Day Cancellation Policy

I may terminate this Agreement within 30 days after activating service without paying an Early Termination Fee ("ETF"). I will pay all fees and charges incurred through the termination date, incl. appl. Equip. Fee, but AT&T will refund any activation fee if I terminate within 3 days of activation. Also, I may have to return handsets, Equip., and accessories purchased with this Agreement and pay applicable restocking fees. If I terminate after the 30th day but before the Agreement's Service Commitment has expired, I will pay AT&T an ETF for each wireless telephone number or Equip. ID number associated with the service.

Mobile Content

I understand that wireless devices can be used to purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, and news alerts from AT&T or other companies. I understand that I am responsible for all authorized charges associated with such purchases from any device assigned to my account, that these charges will appear on my bill (including charges on behalf of other companies), and that such purchases can be restricted by using parental controls available from an AT&T salesperson, at att.com/wireless, or by calling AT&T.

Optional AT&T Mobile Insurance is Available

If eligible, you have 30 days from the date of activation or upgrade to enroll. Insurance is administered by Asurion Protection Services, and underwritten by Continental Casualty Company, a CNA company. See brochure for complete terms and conditions. Key terms:

- Premium: \$4.99/month* per mobile number enrolled.
- Non-refundable Deductible*: Tier 1: \$50, or Tier 2: \$125 per approved claim, depending on device.
- Limits: 2 claims per consecutive 12 months (Maximum device value of \$1500 per approved claim).
- Replacement devices may be new or remanufactured. Colors, features and accessory compatibility are not guaranteed.
- You can cancel your coverage at any time and receive a pro-rated refund of your unearned premium.

*Effective 10/4/11: Premium will increase to \$6.99/mo and Tier 3: \$199 deductible will be introduced. Certain devices, including iPhone, will move to this tier.

I have reviewed and agree to the rates, terms, and conditions for the wireless products and services described in the Wireless Customer Agreement (including limitation of liability and arbitration provisions) and the Customer Service Summary. If buying an iPhone, I agree that use of the iPhone acts as an acceptance of the Apple and third party terms and conditions included with the iPhone.

My Service Details

Agreement Start Date: 10/05/11

Deposit Amount: \$0

Dealer/Sales Code: LQGWP

IMEI: [REDACTED]

SIM: [REDACTED]

Signing My Agreement

You will sign this agreement electronically.

1. If you do not sign using a signature capture device, dial *862 from your phone or 1-866-895-1092.
2. Listen and follow the prompts.
3. Upon completion, your phone will be activated.

If electronic signature is not available, please sign below:

Signature _____

EXHIBIT 3

2583

10/05/2011

I have reviewed and agree to the rates, terms, and conditions for the wireless products and services described in the Wireless Customer Agreement (including limitation of liability and arbitration provisions) and the Customer Service Summary, both of which were made available to me prior to my signing. If buying an iPhone, I agree that use of the iPhone acts as an acceptance of the Apple and third party terms and conditions included with the iPhone.

Terrell Smith

EXHIBIT 4

ILL BAN - [REDACTED] JOE KEAN TANG, Market: ILL

Open since: 03/27/2012 (Restore-Non Payment - Automatic)

Type: Individual-Regular

Billing Name: JOE KEAN TANG

CA Info: [REDACTED] www

SSN: [REDACTED] Pass: [REDACTED] Cr. Class: B

Balance: \$251.81 Dep: \$0.00 Close: 19

Verified: 00/00/0000 Start Srv: 10/19/2011 No SMS: [REDACTED]

Bill in: Advance U-verse Ind: [REDACTED] No E-mail: [REDACTED]

Conversion Locked: [REDACTED]

Delinquent: [REDACTED] ATT: [REDACTED]

Sp. Instruct: [REDACTED] BMG: [REDACTED]

Follow Up: [REDACTED] Equ Billing: [REDACTED]

VIP: [REDACTED] Bank eBill: [REDACTED]

Next Cycle: [REDACTED]

CBElig: [REDACTED]

Bundle Disc Sub: [REDACTED]

CS Info: [REDACTED] 3483 : Active since: 03/27/2012 (Restore-Non Payment - Automatic)

User Name: JOE KEAN TANG

Place of Primary Use: SKOKIE IL

Email Address: [REDACTED] Tax Profile: [REDACTED]

SBC Sale Info: [REDACTED] UDL Info: [REDACTED]

Parked equipment: [REDACTED]

Equipment:

Type	SIM/IMEI	IMSI	Pr.	Manufacturer	Add	Delete	Update	Change
SIM	[REDACTED]	[REDACTED]	[REDACTED]	TEC				
IMEI	[REDACTED]	[REDACTED]	[REDACTED]	APPLE				

CTN Information

Life Time Value: 2 Churn Potential: 0

1st Active Date: 10/20/2011 Emp Verification: [REDACTED]

Bundled Discount: [REDACTED]

Comp: G5RJ5 APPLE STORE NOR Sub Class: [REDACTED]

Agent Code: G5RJ5 APPLE STORE NORTH Sub Act Dt: 10/19/2011

Agent Loc: G5RJ5 APPLE STORE NORTH

LDC: 5475 SBCLD Date: 10/20/2011

Paperwork: PW PENDING Date: 10/19/2011

Dealer Promo: [REDACTED]

HLR: GW4 GW4 - Orange HP VTC2/B IIF: [REDACTED]

VM ID: ZH07 SLB: [REDACTED] Target: [REDACTED]

NBI Move: [REDACTED]

Ported: [REDACTED]

Courtesy stm: [REDACTED]

Grp Member: [REDACTED]

Tax Exemption: [REDACTED]

Future Request: [REDACTED]

Detail Adjustment: [REDACTED]

GCR: [REDACTED]

1. Financial Summary 2. BAN Profile 3. Agreement 4. Features 5. Profile

UMTS [REDACTED] 3483